

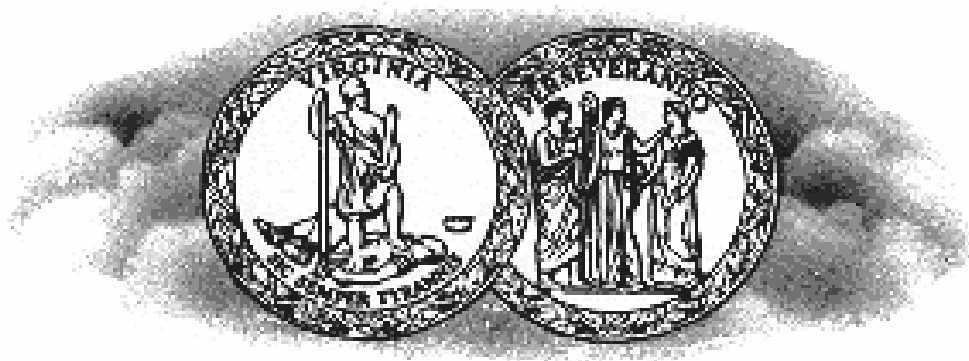
COMMONWEALTH OF VIRGINIA

**STATE CORPORATION COMMISSION**

**Issued on behalf of the Division of Human Resources**

Request For Proposals #HR-08-003

CONSULTING SERVICES



VIRGINIA STATE CORPORATION COMMISSION  
TYLER BUILDING  
PO BOX 1197  
RICHMOND, VIRGINIA 23218-1197

Issue Date: December 14, 2007

**Sealed Proposals Shall be Received Until 2:00 P.M., January 11, 2008**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

# REQUEST FOR PROPOSALS

Issue Date: (Date)

RFP #HR-08-003

Title: Consulting Services

Commodity Code: 91866

Issuing Agency: COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
COMMISSION COMPTROLLER'S OFFICE  
1300 E. MAIN STREET  
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: From Date of Award through April 01, 2008.

**Sealed Proposals Will Be Received Until 2:00 p.m., January 11, 2008 For Furnishing the Goods/Services Described Herein.**

All Inquiries For Information Should Be Directed To: Ann Sells, State Corporation Commission, Phone: (804) 371-2123, fax: (804) 371-9836, or e-mail: [Ann.Sells@scc.virginia.gov](mailto:Ann.Sells@scc.virginia.gov).

IF PROPOSALS ARE MAILED, SEND TO:

IF PROPOSALS ARE HAND DELIVERED,  
DELIVER DIRECTLY TO:

Ann Sells, CPPB, VCO  
State Corporation Commission  
Office of Commission Comptroller  
PO Box 1197  
Richmond, VA 23218-1197

Ann Sells, CPPB, VCO  
State Corporation Commission  
Office of Commission Comptroller  
Tyler Bldg., 1300 E. Main St., 7<sup>th</sup> Floor  
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

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Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature in Ink)

Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

FEI/FIN NO.: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_

FAX No: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on January 03, 2008 at the State Corporation Commission. (Reference: Paragraph X herein).

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## I. PURPOSE:

The purpose and intent of this Request For Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for consulting services to review, assess and make recommendations to the State Corporation Commission (SCC), Chief Administrative Officer (CAO) and the Director of Human Resources (HR), for their Total Rewards Program. The Total Rewards Program is all of the tools the SCC uses to attract, motivate, and retain employees to enhance job satisfaction and engagement such as: **compensation** - cash provided to an employee for services; **benefits** - programs such as health insurance, life insurance, retirement, and CommonHealth; **work experience** - programs such as business casual and flexible work schedules; **performance** - annual merit increases through the Pay for Performance Management System; **recognition** - Employee Recognition Program and adjustment and achievement bonuses; and **career opportunities** - reallocations, promotions, coaching, and mentoring.

## II. PROPOSAL INQUIRIES/POINT OF CONTACT:

All inquiries concerning this RFP must be submitted in writing by email or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, Page, Section, and Paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail: [ann.sells@scc.virginia.gov](mailto:ann.sells@scc.virginia.gov)

SPOC Tele #: (804) 371-2123

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than five (5) business days prior to the proposal due date. Questions received later than this date will not be considered properly submitted and will not be considered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

### **III. BACKGROUND:**

The SCC is an independent regulatory agency within Virginia State government. Established by the Constitution of Virginia in 1902, the SCC exercises legislative, judicial, and executive powers.

The SCC regulates railroad, telephone, telegraph, water, gas, electric, financial institutions, insurance, securities and retail franchising industries in Virginia. The SCC is composed of the following divisions: Human Resources; Information Technology; Comptroller; Information Resources; Commissioner's Office; General Counsel; Hearing Examiner; Bureau of Insurance; Clerk's Office; Bureau of Financial Institutions; Securities and Retail Franchising; Public Utility Energy Regulation; Utility and Railroad Safety; Public Utility Accounting; Public Utility Economics and Finance; Public Utility Communications; and Public Service Taxation; and within the Commissioner's Office, these primary functional areas of the SCC, Information Security and Internal Audit. The SCC is currently comprised of 606 Full Time Equivalent (FTE) positions in 147 classifications in 17 pay grades.

The SCC is aware of recruitment challenges in certain job classifications such as the accounting positions in our utilities divisions and railroad safety inspector positions in our Utility & Railroad Safety (URS) division.

Challenges facing the SCC Information Technology Division over the next three to five years include:

- ◆ Address gaps in our infrastructure;
- ◆ Move toward a standard architecture platform;
- ◆ Install critical hardware;
- ◆ Update core functional systems;
- ◆ Embark on a major technology modernization program to offer electronic functionality, new productivity tools for the SCC and document management solutions.

The Division of Human Resources is responsible for establishing and administering the Total Rewards Program by contracting with an outside firm to evaluate its effectiveness every two years. Otherwise, the study is conducted internally by the Division of Human Resources. All documents relating to this study can be found in the Division of Human Resources.

Additional information about the SCC can be found at <http://www.scc.virginia.gov>

#### **IV. GLOSSARY OF TERMS:**

The following terms and definitions apply to this RFP and any resulting contract:

**Contractor** – The term “Contractor” refers to the person/firm awarded a contract to provide the goods/services required in this solicitation.

**Offeror** – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

**Shall/Must** - The terms "Shall" and "Must" indicate a mandatory requirement of this RFP. Mandatory requirements are required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

**Until** – Up to the time of or before a specified time.

## **V. STATEMENT OF NEEDS:**

A. The Contractor shall furnish all labor and resources to:

### **SCC**

1. Review and assess the SCC's current Total Rewards Program which includes compensation, benefits, work life (facilities, work hours, benefits, etc.), performance management and recognition (achievement and adjustment bonuses) and development and career opportunities (training and growth) for the SCC Divisions;
2. Select and benchmark enough classifications out of the 147 SCC classifications to encompass 50 to 60 percent of the SCC employees to determine the appropriateness of the classification and salary structure;
3. Review entry level positions to determine if starting salary is competitive with public and private sectors;
4. Conduct on-site interviews in Richmond, Virginia with SCC Division Directors and the CAO to seek their input into the problems they face in recruitment, retention, compensation, benefits, etc. Some Division Directors may choose to include some of their supervisory staff in the interview.
5. Compare salary structure and total rewards practices of both public and private sectors to determine the effectiveness of each component and make applicable recommendations;
6. Develop documented recommendations, using current Market Data and Best Practices of the public and private sectors, for improving the SCC Total Rewards Program based on the assessment and findings, if founded;
7. Provide estimate(s) of cost, by division, the SCC would incur to implement recommended changes by July 1, 2008.

### **Information Technology Division (ITD)**

8. Conduct a separate comprehensive classification and compensation review for the ITD, which includes 21 classifications covering all filled and vacant positions;
9. Provide documented recommendations to the SCC, based on findings of the review and using current Market Data and Best Practices of both public and private sectors, to determine appropriate classifications and salary structure.

B. Reporting and Deliverables:

The Contractor shall comply with the Reporting requirements and deliverables outlined in Section VIII below.

## VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

### A. General Requirements

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VI, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
  - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
    - Offeror name
    - *“Original Proposal”*
    - RFP #HR-08-003
  - b. One (1) complete copy of **redacted copy** of original proposal (**removing any proprietary data or material**) contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
    - Offeror name
    - *“Redacted Copy of Original Proposal”*
    - RFP #HR-08-003
  - c. Five (5) **copies** of the Original proposal (do not include pricing) contained in single three (3) ring binders. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:
    - Offeror name
    - *“Original Proposal Copies”*
    - RFP #HR-08-003
  - d. One (1) complete **Pricing** proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
    - Offeror Name
    - *“Pricing Proposal”*
    - RFP #HR-08-003

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:
  - a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a



partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.

- b. All information requested should be submitted. Failure to submit all information requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.**
- e. Upon award, the selected Offeror shall provide to the SCC one (1) CD in any Microsoft compatible file format, two (2) bound hard copies of the entire RFP response to include any negotiated changes and one (1) bound hard copy redacted of the same removing all proprietary information or material.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will

schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services.

Offeror must provide the following:

1. **Specific plans:** For providing the proposed services to include a written narrative:
  - a) To demonstrate the Offeror's understanding of the requirements set out in Section V, Statement of Needs;
  - b) That describes your company's experience as it relates to the type of skills required by this solicitation/engagement including:
    - Management personnel and account managers responsible for the relationship between the Offeror and the SCC;
    - A resume of all staff to be assigned to this project that includes complete names, business and cellular telephone numbers, fax numbers, email addresses, relevant experience, qualifications, education level and certifications of each;
    - The function(s) or portion of service each proposed staff member will perform and if staff member's time is designated as primarily supervisory, project management, consulting, etc.
  - c) To address how Offeror proposes to meet each specific requirement delineated in Section V, Statement of Needs;
2. **Timeline:** The specific plan that shall include a time line, for completion of the project after award, a description of each stage of the project, and the time required to complete each stage by the dates specified in Section VIII, Reporting Requirements;
3. **Methodologies & Procedures:** A comprehensive description of the methodologies and procedures to be used to collect and analyze data relative to the stated performance requirements and deliverables.
4. **Similar Projects:** A comprehensive overview of at least two similar projects that demonstrates successful completion by the Offeror and to the extent the information is available, the benefits derived from prior projects as a result of your recommendations.
5. **Organizational Chart:** An organizational chart that lists all staff by name to be assigned to this project, their specific role, educational level, and certification(s).

6. **Appendix A:** The Offeror Data Sheet that thoroughly addresses each item and includes all requested financial information.
7. **Appendix C:** The Request for Taxpayer Identification Number and Certification completed and submitted with proposal response.
8. **Offeror Advantages:** Any advantages Offeror has over its competition including any services Offeror currently provides or plans to utilize for this engagement that are unique within the industry and could be advantageous to the SCC;
9. **Additional Information:** Any additional information Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested consulting services and address any aspects of their offering or capability to provide the requested services that would be advantageous to the SCC.
10. **Pricing Schedule:** Appendix E, the Pricing Schedule that includes the individual line item and total cost.

C. **SPECIFIC PROPOSAL FORMAT/ORGANIZATION/IDENTIFICATION**

1. **Proposal Format** - Offerors are required to follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:
  - Provide proposal in a three-ring binder
  - Printed on white paper with dimensions of 8.5" X 11" with right and left margins of one (1) inch
  - Use Times New Roman font with size of twelve (12).
  - All proposal sections must be separated by tabs to indicate specific proposal sections as requested in section 2 below.
  - All pages of the proposal should be numbered.
  - Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
  - If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
  - Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
  - Proprietary or trade secret data or material (if any) must be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
  - Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.

**Original Proposal Organization - Binder 1**

- Tab 1 - Original RFP with Cover page (completed and signed) and Addenda (if any)
- Tab 2 - Table of Contents
- Tab 3 - Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 - Glossary of Terms and Abbreviations
- Tab 5 - Specific Plans for providing the services per Section VI, B. 1 a-c.
- Tab 6 - Timeline for Offeror's specific proposed plan per Section VI, B.2.
- Tab 7 - Methodologies & Procedures to be used by Offeror, per Section VI, B.3.
- Tab 8 - Similar Projects completed by Offeror, per Section VI, B.4.
- Tab 9 - Organizational Chart per Section VI, B. 5.
- Tab 10 - Offeror Data Sheet, Appendix A (including Dun & Bradstreet financial data) per Section VI, B. 6.
- Tab 11 - Appendix C, Taxpayer Identification Number and Certification, per Section VI, B. 7.
- Tab 12 - Any additional information, per Section VI, B. 10.

**Pricing Proposal Format - Binder 2**

Tab 1 - Pricing Schedule, per Section VI, B. 10.

3. Identification of Proposal Envelope(s): - The signed *Original* Proposal, *Redacted* copy of Original Proposal, *Copies* of Proposal and *Pricing* Proposal are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as indicated below:**

From: _____ Name of Offeror	January 11, 2008 Due Date	<u>Until 2:00 PM</u> Time
_____ Street or Box Number	<u>#HR-08-003</u> RFP NO.	
*Contents: _____ (Indicate contents of envelope as either <b>Original</b> Proposal, <b>Redacted Copy</b> of Original Proposal, <b>Copies</b> of Original Proposal or <b>Pricing</b> Proposal.)		
_____ City, State, Zip Code	<u>Consulting Services</u> RFP Title	

Name of Contract/Purchase Officer or Buyer: Ann Sells, CPPB, VCO

The envelope should be addressed as directed on Page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (ref page 2). No other correspondence or other proposals should be placed in the envelope.

## VII. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria: Proposals shall be evaluated by the SCC using the following criteria:

1. Demonstrated experience and expertise of Offeror and proposed staff in providing required services
2. Specific plans and overall suitability of proposal
3. Offeror advantages
4. References
5. Acceptance of terms and conditions
6. Financial Viability of Offeror/Company
7. Price - Pricing Schedule

Points assigned to each criteria will be posted prior to 2:00 p.m., January 11, 2008, on the following websites: [www.eva.virginia.gov](http://www.eva.virginia.gov) and [www.scc.virginia.gov](http://www.scc.virginia.gov) and on the second floor of the SCC (Tyler Building), 1300 E. Main Street, Richmond, Virginia.

B. Award of Contract:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

#### **VIII. REPORTING REQUIREMENTS:**

The Contractor shall provide the following:

1. Work closely and report directly to the CAO and the Director of HR to assess the SCC's Total Rewards Program.
2. Assign an on-site Project Manager to conduct and manage the SCC's Total Rewards Program study who has a minimum of three (3) years of on-site project management experience conducting similar studies as requested herein and possesses one or more current certifications with either *World At Work* as a Certified Compensation Professional (CCP); current Certified Benefits Professional (CBP) or the *Society For Human Resources Management* as a Senior Professional in Human Resources (SPHR).
3. Provide all documentation in Microsoft Office XP format to the CAO and the Director of HR for approval.
4. Provide a weekly project schedule and progress report to the CAO and the Director of HR outlining the specific accomplishments achieved and related documentation prepared during the reporting period.
5. Within thirty (30) calendar days after the award of the contract, furnish a preliminary outline of the organizational structure of the final report/study to the CAO and the Director of HR, subject to the following:
  - a. The preliminary outline shall delineate the main topics and subtopics which will be described later in detail in the final report;

- b. Beneath each topic and subtopic, furnish a brief narrative description of the subject matter encompassed by the topic or subtopic; and,
  - c. Edit, modify, and/or rearrange the organizational structure, topics, and subtopics as deemed necessary by the CAO and the Director of HR to ensure the inclusion of all work required by the contract.
6. By March 1, 2008, present a preliminary draft of the final report to the CAO and the Director of HR. The SCC shall have the right to modify and/or to require additional elaboration as it deems necessary to ensure a comprehensive and thorough written study of all work required by the contract.
7. On April 01, 2008, deliver the final report and six (6) copies to the CAO and the Director of HR for approval.
8. Give up to three (3) oral presentations of the final report to persons or organizations as deemed necessary by the SCC.

#### **IX. TENTATIVE SCHEDULE OF EVENTS:**

	ACTIVITY	DATE
<b>1.</b>	<b>Issue Request For Proposals</b>	<b>December 14, 2007</b>
<b>2.</b>	<b>Offeror's RSVP date to attend the Preproposal Conference</b>	<b>December 28, 2007</b>
<b>2.</b>	<b>Optional Preproposal Conference (2:00PM)</b>	<b>January 03, 2008</b>
<b>2.</b>	<b>Last Day To Receive Written Questions</b>	<b>January 04, 2008</b>
<b>3.</b>	<b>Proposals Due Until 2:00 PM</b>	<b>January 11, 2008</b>
<b>4.</b>	<b>Proposal Review and Negotiations</b>	TBD*
<b>5.</b>	<b>Contract Award</b>	TBD*
<b>6.</b>	<b>Contract Date</b>	TBD*

\*To be determined

#### **X. PREPROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held at 2:00 P.M., January 03, 2008. Offerors are requested to RSVP via e-mail to: [ann.sells@scc.virginia.gov](mailto:ann.sells@scc.virginia.gov) no later than December 28, 2007 to indicate their intention to attend. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Offerors are encouraged to submit written questions in advance of the preproposal conference to allow the SCC time to review and provide a response at the conference. All questions should be submitted no later than three (3) business days prior to the conference date. The SCC will provide written responses to Offeror inquiries via e-mail; verbal responses will not be

provided. Any changes resulting from the preproposal conference will be issued in a written addendum to the solicitation.

## **XI. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.



- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposal, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SCC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the

proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The SCC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the SCC all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The SCC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the SCC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. **TESTING AND INSPECTION:** The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the SCC.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification

shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SCC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance

coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **XII. SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the SCC will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **CONFIDENTIALITY OF INFORMATION:** Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns,

subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, successors, assigns and subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

- E. **INDEPENDENT CONTRACTOR:** The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- F. **LIABILITY INSURANCE AND INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees ("SCC") from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.
- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- H. **PATENT/COPYRIGHT PROTECTION:** Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this contract. In such suit, the contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit
- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who

perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- J. **SEVERABILITY:** Each paragraph and provision of this Request For Proposals is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the SCC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **TERM OF CONTRACT:** The Contract term shall be effective upon and legally binding as of the effective signing date by the SCC (reference Appendix B, Standard Contract) through April 1, 2008, except for oral presentations as required by Section VIII (dates and times to be determined by the SCC).
- M. **TRAVEL EXPENSES:** All travel expenses incurred in the performance of this Contract shall be the responsibility of the Contractor.

### **XIII. PRICING SCHEDULE:**

See Pricing Schedule - Appendix E.

### **XIV. METHOD OF PAYMENT:**

Payment will be made to the contractor after delivery and SCC acceptance of the final April 1, 2008 report has occurred, except that a 5% holdback will be retained by the SCC until the oral presentations have been delivered, provided that a properly prepared invoice citing the corresponding contract and purchase order number has been received by the SCC.

Invoices must be submitted by the Contractor directly to:

Name: Chester Roberts  
State Corporation Commission  
Human Resource Division  
P.O. Box 1197  
Richmond, VA 23218-1197

### **XV. APPENDICES:**

- A. Offeror Data Sheet
- B. Standard Contract
- C. W-9/Request for Taxpayer Identification Number and Certification
- D. Directions to the SCC (Tyler Building)
- E. Pricing Schedule



## APPENDIX A – Offeror Data Sheet

### OFFEROR DATA SHEET (To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

#### Offeror Corporate Overview

1. Years in business: Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_ years \_\_\_\_\_ months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
6. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
7. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

#### Financial Information:

8. Total Annual Revenue: State total annual revenue. Indicate the revenues associated with the provision of services relevant to your proposal.
9. Dun and Bradstreet: Provide a Dun and Bradstreet Comprehensive Report of Offeror's financial information.
10. Annual Reports: Include your most recent annual report or Audited Financial Statements if you are a privately held entity.

#### References:

11. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section V to customers of similar scope. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific consulting services provided), which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state insurance contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name \_\_\_\_\_

Period of Performance (Contract) From \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 2 Organization/Company Name \_\_\_\_\_

Period of Performance (Contract) From \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

Offeror Reference # 3 Organization/Company Name \_\_\_\_\_

Period of Performance (Contract) From \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

## APPENDIX B – Standard Contract

### COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

#### STANDARD CONTRACT EXAMPLE

Contract Number: RFP # \_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and Commonwealth of Virginia, State Corporation Commission called the “SCC.”

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** From \_\_\_\_\_ through \_\_\_\_\_, with \_\_\_\_\_-year renewal options.

The Contract Documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated \_\_\_\_\_:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions
  - (c) The Special Terms and Conditions including any modifications there of
  - (d) Addenda (if any)
- (3) The Contractor’s Proposal dated \_\_\_\_\_ and the negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor’s Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX C – W-9 – Request for Taxpayer Identification Number and Certification

<b>Form W-9</b> (Rev. January 2003) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div>

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## APPENDIX D – Directions to the SCC (Tyler Building)

### Directions to the Tyler Building

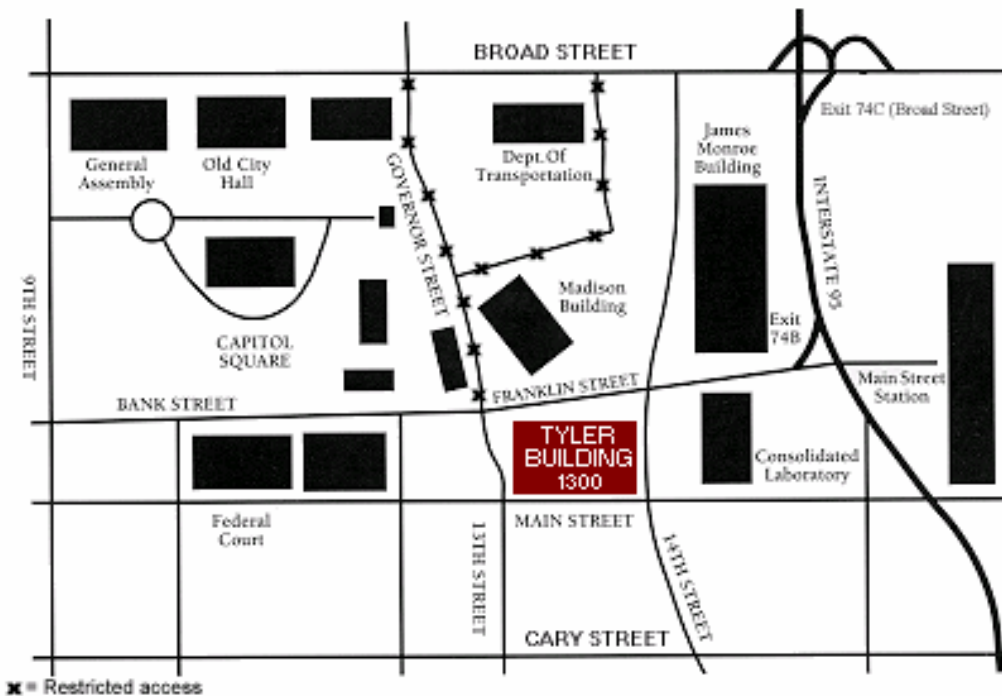
Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.





## **APPENDIX E – Pricing Schedule**

### **PRICING SCHEDULE**

1. Review and assess the SCC's current Total Rewards Program which includes compensation, benefits, work life (facilities, work hours, benefits, etc.), performance management and recognition (achievement and adjustment bonuses) and development and career opportunities (training and growth) for the SCC Divisions, including the two Information Systems Security positions and an Internal Auditor position, but not including the Information Technology Division (ITD);  
\$ \_\_\_\_\_
2. Select and benchmark enough classifications out of the 145 SCC classifications to encompass 50 to 60 percent of the SCC employees to determine the appropriateness of the classification and salary structure;  
\$ \_\_\_\_\_
3. Review entry level positions to determine if starting salary is competitive with public and private sectors;  
\$ \_\_\_\_\_
4. Conduct on-site interviews in Richmond, Virginia with SCC Division Directors and the CAO to seek their input into the problems they face in recruitment, retention, compensation, benefits, etc. Some Division Directors may choose to include some of their supervisory staff in the interview.  
\$ \_\_\_\_\_
5. Compare salary structure and total rewards practices of both public and private sectors to determine the effectiveness of each component and make applicable recommendations;  
\$ \_\_\_\_\_
6. Develop documented recommendations, using current Market Data and Best Practices of the public and private sectors, for improving the SCC Total Rewards Program based on the assessment and findings, if founded;  
\$ \_\_\_\_\_
7. Provide estimate(s) of cost, by division, the SCC would incur to implement recommended changes by July 1, 2008;  
\$ \_\_\_\_\_

**Information Technology Division (ITD)**

8. Conduct a separate comprehensive classification and compensation review for the ITD, which includes 21 classifications covering all filled and vacant positions;

\$\_\_\_\_\_

9. Provide documented recommendations to the SCC, based on findings of the review and using current Market Data and Best Practices of both public and private sectors, to determine appropriate classifications and salary structure, if founded;

\$\_\_\_\_\_

TOTAL COST \$\_\_\_\_\_